These terms and conditions ("Agreement") of this Black Box Corporation, on behalf of its direct and indirect subsidiaries and affiliates (collectively "Black Box") purchase order ("PO") constitute a binding agreement between you (hereinafter referred to as "Vendor") and Black Box. This PO expressly limits acceptance to the terms of this PO and Black Box hereby objects to any different or additional terms contained in any purchase order copy of this PO. Acceptance of this Agreement with acknowledgment purchase order or shipping the products identified in this PO, unless Vendor and Black Box have entered into a separate written agreement, in which case such separate written agreement will govern, AS IS, THEREFORE, intending to be legally binding hereunder, Vendor and Black Box hereby agree as follows:

1. If Black Box is submitting this PO for purchasing the Vendor products listed in this PO (the "Vendor Products") for resale, Black Box shall determine, in its sole discretion, the price charged for the Vendor Products, to its customers ("Black Box Customer").
2. The price for each Vendor Product is set forth in this PO ("Purchase Price"). Except for taxes based on Value Added Tax ("VAT"), the Purchase Price is exclusive of all applicable costs initially paid by Vendor but required to be borne by Black Box hereunder shall be made by Black Box to Vendor in United States dollars, net sixty (60) days from the later of (i) Black Box's receipt of a correct and complete invoice from Black Box; (ii) Black Box's receipt of the Vendor Products at the Vendor's shipping address specified by Black Box ("Due Date"). Black Box shall have the right to set-off any amount due and owing by Vendor to Black Box against any amount due and owing by Black Box to Vendor under this Agreement. If Black Box reasonably disputes an invoice, Black Box shall pay the undisputed amount by the Due Date and submit written notice of the disputed amount (detailing the nature of the dispute, the invoice(s) disputed). If a dispute is resolved against Black Box, Black Box will pay the disputed amounts within thirty (30) days of the resolution of the dispute.
3. Black Box reserves the right to cancel, change or rescind all or any part of this PO, including, without limitation, changing the method of delivery and shipping destination, by providing Vendor with written notice thereof. Vendor shall use its best efforts to mitigate any costs incurred by Vendor as a result of such cancellation, change or rescinding. If any such cancellation, change or rescinding of this PO (not resulting from Vendor’s failure to perform its obligations hereunder) causes an increase or decrease in Vendor’s cost of performing its obligations under this Agreement, an equitable adjustment shall be made in the Purchase Price and/or the delivery schedule. Any claim by Vendor for such an adjustment shall be within twenty (10) days following Vendor’s receipt of written notice of the cancellation, change, or rescinding.
4. All Vendor Products shall be marked for shipment to Black Box’s address set forth in this PO, and delivered to Black Box's warehouse, F.O.B. Black Box warehouse, unless otherwise specified in this PO. Vendor is responsible for all transit charges for Vendor Products shipped to Black Box. Vendor Products shall pass to Black Box upon receipt at the ship-to address specified by Black Box. Black Box reserves the right to select the carrier and method of shipment. All freight and other shipping expenses, as well as applicable duties, taxes, and customs clearance costs, shall be paid by Vendor. Vendor warrants that (i) Vendor has all rights necessary to sell and license the Vendor Products to Black Box in accordance with the terms of this Agreement; (ii) the Vendor Products are new, manufactured from new parts unless specifically identified as used or refurbished products; (iv) the Vendor Products will be free from defects in material and workmanship for a period of twelve (12) months from the date of acceptance by Black Box; and (v) if Vendor is not the manufacturer of the Vendor Product, Vendor shall pass through to Black Box any manufacturers’ warranties.
5. Upon delivery of any Vendor Products, Black Box may, in its sole discretion, perform acceptance testing on the Vendor Products. In the event such acceptance testing reveals a defect in the Vendor Products, Black Box shall notify Vendor in writing that it has rejected such Vendor Products, and Black Box reserves the right to return such Vendor Products to Black Box in accordance with the terms of this Agreement; (ii) the Vendor Products shipped under this PO will be free from any liens, encumbrances or defects in title; (iii) Vendor Products sold to Black Box shall be free from any infringement or violation of any intellectual property rights of third parties, except as specifically provided in this Agreement, the Confidential Information (or any portion thereof) of the other party or otherwise refraining from copying, utilizing or otherwise revealing the Confidential Information, except as required to perform any obligations under this Agreement.
6. Black Box shall retain any and all right, title and interest, including, without limitation, all intellectual property rights, and in and to any Black Box supplied materials. Black Box shall retain all and whole or partial copies thereof.
7. The foregoing warranties apply solely to Black Box and to Black Box Customers. Vendor shall have no obligation to repair or replace the Vendor Product if the Defect in the Vendor Product is caused by modification of the Vendor Product not made or approved by Vendor or by use of the Vendor Products other than in accordance with the user manuals, training materials, descriptions, specifications, schematics, technical manuals, supporting materials and other information in printed or electronic form relating to the Vendor Products ("Documentation").

8. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, VENDOR DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES ON PRODUCTS FURNISHED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. AT NO TIME DURING THE WARRANTY PERIOD DESCRIBED IN SECTION 6 ABOVE, BLACK BOX MAY RETURN TO VENDOR, FOR REPAIR OR REPLACEMENT, ANY VENDOR PRODUCTS THAT DO NOT MEET THE REQUIREMENTS SET FORTH IN SECTION 6 OR OTHERWISE FAIL TO MATERIALLY CONFORM TO THE SPECIFICATIONS OR TERMS AND CONDITIONS OF THIS AGREEMENT. VENDOR SHALL REPAIR OR REPLACE THE NON-COMFORMING PRODUCTS AND RETURN THE SAME TO BLACK BOX, AT VENDOR'S EXPENSE, AS SOON AS POSSIBLE, BUT IN NO EVENT LATER THAN FIVE (5) BUSINESS DAYS AFTER VENDOR'S RECEIPT OF THE NON-COMFORMING VENDOR PRODUCTS. IF VENDOR DOES NOT REPAIR OR REPLACE THE NON-COMFORMING VENDOR PRODUCTS WITHIN SUCH TIME PERIOD, BLACK BOX MAY OBTAIN A FULL REFUND OF THE AMOUNTS PAID BY BLACK BOX TO VENDOR FOR THE NON-COMFORMING VENDOR PRODUCTS, INCLUDING, WITHOUT LIMITATION, FREIGHT COSTS FOR RETURN OF THE NON-COMFORMING VENDOR PRODUCTS TO VENDOR. REPAIRED OR REPLACED VENDOR PRODUCTS SHALL HAVE A TWELVE (12) MONTH WARRANTY OR SUCH GREATER PERIOD OF TIME AS MAY REMAIN IN THE WARRANTY PERIOD AS SET FORTH IN SECTION 6, VENDOR SHALL REPAIR OR REPLACE BLACK BOX FOR ANY COSTS OR EXPENSES (INCLUDING RETURN FREIGHT COSTS) INCURRED BY BLACK BOX ASSOCIATED WITH THE REPAIR OR REPLACEMENT OF THE NON-COMFORMING VENDOR PRODUCTS. IF REQUESTED BY BLACK BOX, VENDOR WILL, AT VENDOR'S EXPENSE, PROVIDE INTERIM PRODUCTS FOR USE WHILE THE NON-COMFORMING VENDOR PRODUCTS ARE OUT FOR WARRANTY REPAIR. IF REQUESTED BY BLACK BOX, SUCH INTERIM PRODUCTS WILL BE PROVIDED PRIOR TO BLACK BOX'S RETURN OF THE NON-COMFORMING VENDOR PRODUCTS FOR WARRANTY SERVICE.
10. Vendor hereby grants to Black Box a non-exclusive right to sublicense any intellectual property rights in the Vendor Products, either directly or indirectly through resellers and distributors, to Black Box Customers solely in the Vendor Products purchased by such Black Box Customers. Any sublicenses granted by Black Box pursuant to this Section shall be perpetual.
11. Vendor hereby grants to Black Box a royalty-free, non-exclusive, worldwide and perpetual right and license to use, reproduce, modify and to prepare derivative works of all Documentation as Black Box sees fit, and with the right to sublicense any such rights to any of its direct and indirect subsidiaries and affiliates. Black Box agrees to retain all proprietary marks, legends and patent and copyright notices that appear on the Documentation and all whole or partial copies thereof.